

July 28, 2008

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: HOLLYLYNN FORD, CPPB
STATE CONTRACT PROCUREMENT OFFICER
302-857-4559

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS-MU-08-527-HF
CARGO TRAILERS

**TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION**

1. MANDATORY USE CONTRACT:	2
2. CONTRACT PERIOD:	2
3. VENDORS:	2
4. SHIPPING TERMS:	2
5. DELIVERY AND PICKUP:	2
6. PRICING:	3
ADDITIONAL TERMS AND CONDITIONS	5

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

[\(Return to Table of Contents\)](#)

REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

[\(Return to Table of Contents\)](#)

Each vendor's contract shall be valid for three (3) years from October 1, 2008 through September 30, 2011. Each contract may be renewed for one (1) additional year period through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS:

[\(Return to Table of Contents\)](#)

Ken's Trailer Sales
P. O. Box 70
Smyrna, DE 19977
Contact: Kenneth A. Virdin, Jr.
Phone: 302-653-2222
Fax: 302-653-1749
Federal E.I. #: 51-0110790

4. SHIPPING TERMS:

[\(Return to Table of Contents\)](#)

F.O.B. destination; freight prepaid.

5. DELIVERY AND PICKUP:

[\(Return to Table of Contents\)](#)

All trailers shall be delivered to:

Delaware Emergency Management Agency
Attn: Stefan Smi
165 Brick Store Landing Road
Smyrna, DE 19977
(302) 659-2378

6. PRICING:

[\(Return to Table of Contents\)](#)

Prices will remain firm from October 1, 2008 through September 30, 2011.

<u>DESCRIPTION</u>	<u>PRICE EACH</u>
1. Cargo Trailer 7'x12' Model CM712CC	\$ 6,408.00
<u>Optional Items:</u> Full Insulation	\$ 424.00
Spare Tire	\$ 334.00
Lettering	\$ 500.00
AC/Heating	\$ 1,064.00
Shelving	\$ 650.00
Rear Door	\$ 462.00
Manufacturer	Haulmark
Warranty	3 years
Delivery ARO	8 weeks

<u>DESCRIPTION</u>	<u>PRICE EACH</u>
2. Cargo Trailer 7'x14' Model KD7X14WT2	\$ 6,064.00
<u>Optional Items:</u> Full Insulation	\$ 494.00
Spare Tire	\$ 334.00
Lettering	\$ 500.00
AC/Heating	\$ 1,064.00
Shelving	\$ 650.00
Rear Door	\$ 462.00
Manufacturer	Haulmark
Warranty	3 years
Delivery ARO	8 weeks

6. PRICING (Continued):

[\(Return to Table of Contents\)](#)

Prices will remain firm from October 1, 2008 through September 30, 2011.

<u>DESCRIPTION</u>	<u>PRICE EACH</u>
3.Cargo Trailer 7'x18' Model CM718-CC-HD	\$ 7,399.00
<u>Optional Items:</u> Full Insulation	\$ 636.00
Spare Tire	\$ 334.00
Lettering	\$ 500.00
AC/Heating	\$ 1,064.00
Shelving	\$ 650.00
Rear Door	\$ 462.00
Manufacturer	Haulmark
Warranty	3 years
Delivery ARO	8 weeks

<u>DESCRIPTION</u>	<u>PRICE EACH</u>
4.Cargo Trailer 8.5'x20' Model TH85X20WT2	\$ 8,237.00
<u>Optional Items:</u> Full Insulation	\$ 706.00
Spare Tire	\$ 334.00
Lettering	\$ 500.00
AC/Heating	\$ 1,064.00
Shelving	\$ 650.00
Rear Door	\$ 0 -
Manufacturer	Haulmark
Warranty	3 years
Delivery ARO	8 weeks

ADDITIONAL TERMS AND CONDITIONS

[\(Return to Table of Contents\)](#)

7. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. REQUIREMENTS:

This contract will be issued to cover the Cargo Trailers requirements for DEMA and State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

12. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.